

**Amendment Number 3**  
**to**  
**Contract Number DIR-SDD-1776**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**SADA Systems, Inc.**

This Amendment Number 3 to Contract Number DIR-SDD-1776 ("Contract") is between the Department of Information Resources ("DIR") and SADA Systems, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through December 20, 2015, or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension options remain.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

**4. Pricing**

Pricing to the DIR Customer shall be as set forth in Appendix A, Standard Terms and Conditions For Services Contracts, Section 7. Pricing, Purchase Orders, Invoices and Payments, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - G** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 7. Pricing, Purchase Orders, Invoices and Payments dated 02/04/2015 as attached hereto.

4. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [dana.collins@dir.texas.gov](mailto:dana.collins@dir.texas.gov)

If sent to the Vendor:

Annie Safoian

Chief Financial Officer

SADA Systems, Inc.

5250 Lankershim Boulevard, Suite 620

Los Angeles, CA 91601

Phone: (818) 942-1067

Fax: (818) 766-0090

Email: [Annie.safoian@sadasystems.com](mailto:Annie.safoian@sadasystems.com)

5. **Contract, Section 7. Service Agreement** is hereby amended by renumbering Section 7. Service Agreement and adding B. Conflicting or Additional Terms in its entirety as follows:

**A. Service Agreement**

Services provided under this Contract shall be in accordance with the Service Agreements as set forth in Appendix D and Appendix E of this Contract. No changes to the Service Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

**B. Conflicting or Additional Terms**

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

6. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts, Section 4. Intellectual Property Matters dated 02/04/2015 as attached hereto.
7. **Appendix A. Standard Terms and Conditions For Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Services Contracts** dated 02/04/2015.
8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contract:**

**A. Appendix A, Section 8. Contract Administration, B. Reporting and Administrative Fees, 5) Accurate and Timely Submission of Reports**, is hereby restated in its entirety as follows:

If Vendor submits three (3) monthly sales reports or administrative fee payments late within a 12-month period, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per

month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 3, Amendment Number 2, then Amendment Number 1 and finally the Contract.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than December 20, 2014.

**SADA SYSTEMS, INC.**

**Authorized By:** Signature on File

**Name:** Annie Safoian

**Title:** CFO

**Date:** 04-30-2015

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Dale Richardson

**Title:** Chief Operating Officer

**Date:** 5/12/15

**General Counsel:** DRBrown 5-7-15